



EVERYTHING

You Need to Know About...



Presented by

Presented by *Timothy Henley Real Estate*

(469) 712-7171

www.timothyhenley.com



Table of Contents

- General Property Information
- Floor Plan
- Neighborhood Parks
- Flower Mound Attractions
- Schools Information
- Seller's Disclosure
- Property Survey
- Foundation Warranty

General Property Information

Agent Full Report

MLS#: 14101622	N	Active	2517 Potomac Drive	Flower Mound	75028	LP:	\$308,000	
			Category:	Residential	Type:	RES-Single Family	Orig LP:	\$308,000
			Area:	41/3	Also for Lease:	N	Lst \$ / SqFt:	\$175.6
			Subdv:	Lake Forest Garden Home Ph 1	Lake Name:			
			County:	Denton	Lease MLS#:			
Country:	United States	Plan Dvlpmnt:						
Parcel ID:	R131699	Legal:						
Lot:	16	Block:	4	MUD Dst:	No	Unexempt Taxes:		
Multi Prcd:	No							
Bedrooms:	3	Tot Baths:	2.0	Liv Areas:	2	Stories:	1	
Fireplaces:	1	Full Baths:	2	Dining Areas:	2	Pool:	No	
Sec Sys:	Yes	Half Baths:	0					
Smart Home App/Pwd:	No							
SqFt:	1,754 / Tax	Appraiser Name:		Hdcp Am:	No			
# Gar Spaces:	2	Cvrd Park:	2	Yr Built:	1991 /			
# Carprt Spcs:	0	Garage Size:	1 x 1	Will Subdiv:	No			
Acres:	0.125	Lot Dimen:						
HOA:	None	HOA Dues:						
HOA Co:		HOA Co.Phone:						
Accessory Unit:		Accessory Unit Type:						
Recent: 06/28/2019 : NEW								
School Dist:	Lewisville ISD	Middle School:	Forestwood	High School:	Flower Mound			
Elementary School:	Donald							
Master Bedroom:	17 x 12 / 1	Walk-in Closets						
Bedroom:	11 x 11 / 1	Walk-in Closets						
Bedroom:	11 x 10 / 1	Walk-in Closets						
Living Room:	31 x 13 / 1	Built-in Cabinets						
Living Room:	16 x 12 / 1							
Kitchen:	16 x 13 / 1	Built-in Cabinets, Dual Sinks, Eat-in Kitchen, Natural Stone/Granite Type						
Dining Room:	14 x 10 / 1							
Housing Type:	Single Detached	Fireplace Type:	Gas Logs, Gas Starter					
Style of House:	Traditional	Kitchen Equipment:	Built-in Microwave, Dishwasher, Disposal, Range/Oven-Gas, Refrigerator, Water Line to Refrigerator					
Lot Size/Acreage:	Less Than .5 Acre (not Zero)	Alarm/Security:	Burglar, Exterior Security Light(s), Smoke Detector					
Lot Description:	Interior Lot, Landscaped, Some Trees, Subdivision	Flooring:	Carpet, Ceramic Tile, Wood					
Exterior Features:	Gutters, Patio Covered	Heating/Cooling:	Central Air-Elec, Central Heat-Elec					
Construction:	Brick	Green Features:						
Foundation:	Slab	Green Certification:						
Roof:	Composition	Handicap Amenities:						
Type of Fence:	Wood	Proposed Financing:	Conventional, FHA, VA					
Parking/Garage:	Attached, Front, Garage, Garage Door Opener	Possession:	Closing/Funding					
Street/Utilities:	City Sewer, City Water, Curbs, Sidewalk	Showing:	Centralized Showing Service					
Interior Features:	Cable TV Available, Decorative Lighting, High Speed Internet Available, Vaulted Ceilings, Window Coverings							
Restrictions:		Easements:						
Property Description:	SOARING Ceilings Oh My! Light, Bright and Open! 3 bed, 2 bath with Double Living Areas and Double Dining Areas. This kitchen is a Chef's Dream with gas range, stainless appliances, plenty of storage and the refrigerator as a closing gift to the new buyer! New Paint, New Carpet and Beautiful Wood floors make this Home truly move-in ready! Covered back porch with MISTING System to chill out while you grill out! Flower Mound is on a whole different level than other cities, it's where the BEST of schools, entertainment, shopping and recreation are right outside your doorstep. Offers accepted thru Saturday the 6th, so CELEBRATE America's Birthday freely and come see us after!							
Public Driving Directions:	From 2499 turn on to Forest Vista Dr. Make a left turn on Chancellor Dr., Right turn on Shenandoah and a left turn on Potomac Dr. House will be on the left.							
Private Remarks:	Refrigerator to convey.							
SUB: 3%	BAC: 3%	Var: No	List Type: Exclusive Right to Sell/Lease	CDOM: 1	DOM: 1	LD: 06/28/2019	XD: 09/30/2019	
LO:	TH01C Timothy Henley Real Estate (972) 805-6601			Fax:	Off Website: www.timothyhenley.com			
LO Addr:	4919 Silverwood Drive McKinney, TX 75070			Office Email:	timothy@timothyhenley.com			
LA:	0572885 Timothy Henley (972) 805-6601			Fax:	Brk Lic#: 0572885			
LA Cell:	(972) 805-6601			LA Other:	Off Supervisor: Timothy Henley			
LA Email:	timothy@timothyhenley.com			LA Website:	Off Supervisor License#: 0572885			
LA 2:				LA 2 Contact:	Off Supervisor Phone#: 9728056601			
Pref Title Co:	Chicago Title			Location:	Frisco, TX			
Call:		Appt:		Owner Name:	Of Record			
Keybox #:	1234567	Keybox Type:	Blue BT LE	Seller Type:	Individual(s)			
Show Instr:				Occupancy:	Owner			
Consent for Visitors to Record:	Audio, Video							

Floor Plan

2517 Potomac Floor Plan



This floor plan is for visualization purposes only. All measurements are approximate. Buyer to verify independently.

The floor plan is a general depiction of the layout of the rooms. It is only an estimate of the spaces, not an exact measurement of the home. Buyer is responsible of ensuring accuracy prior to using as a measurement resource.



TIMOTHYHENLEY
REAL ESTATE SERVICES

Neighborhood Parks

Rheudasil Park

Fishing Pond, Basketball Court, Playground, Picnic Tables, Grills, Pavilion, Multi-Use Trail
Park featuring a large pond for fishing, plus a playground, basketball court & picnic tables.



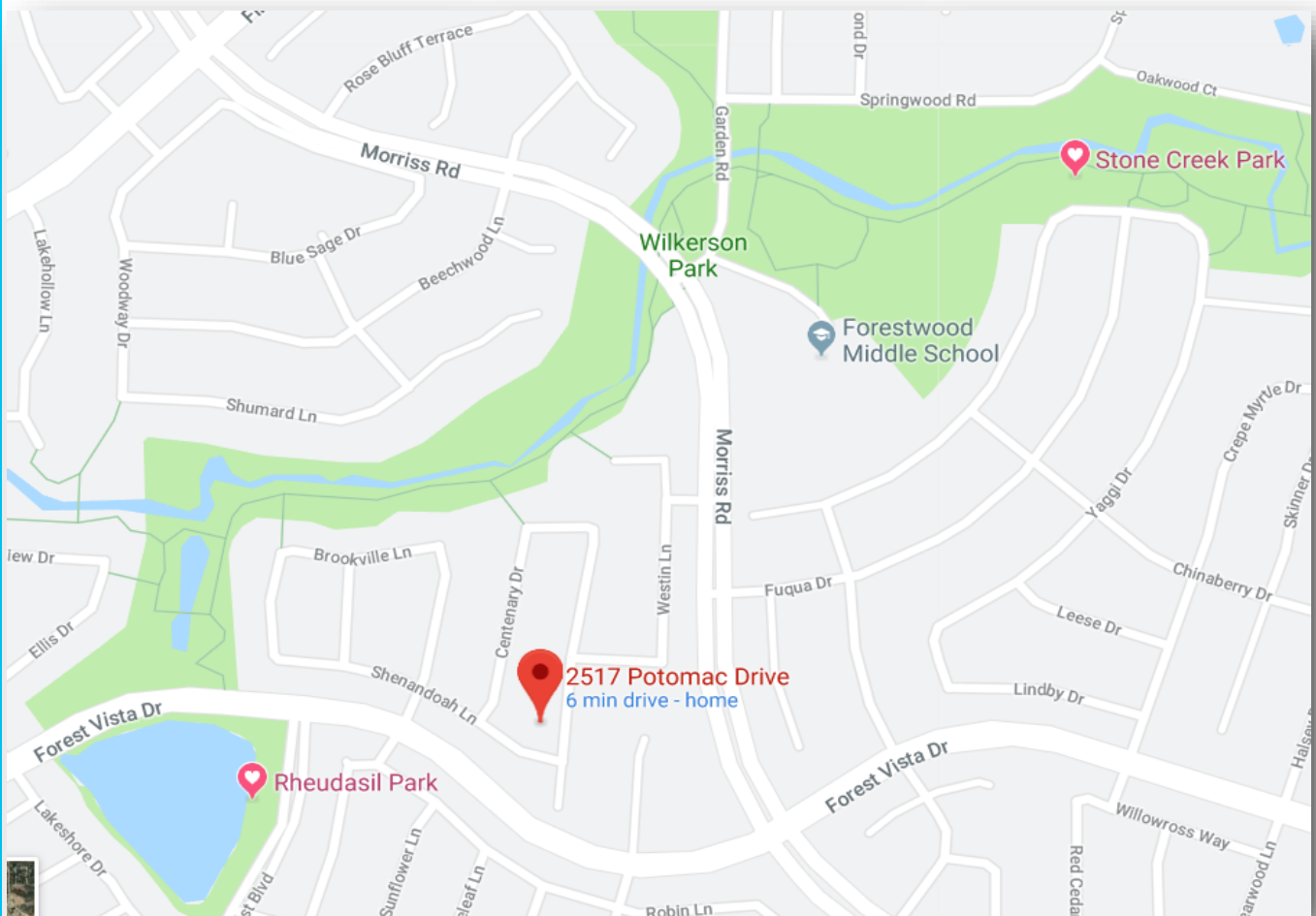


TIMOTHY HENLEY
REAL ESTATE SERVICES

Neighborhood Parks

Stone Creek Park

Basketball Court, Practice Soccer Field, Playground, Picnic Tables, Grills, Pavilion, Parking
Scenic creekside park featuring trails, green space, athletic fields & courts, plus a playground.



Flower Mound Attractions

The Flower Mound Riverwalk

One of the fastest growing areas in the country, Flower Mound, Texas, is creating one of the most exciting town centers anywhere.

- A central waterway joined with a tree-lined walking trail
- Plazas, parks and an amphitheater
- Scenic outdoor dining and shopping
- A unique mix of retail, business, community & residential



Did You Know...

Flower Mound Yearly Awards - 2019

- Number 1 Most Livable Small City in the U.S 2 years in a row by SmartAsset.com
- Number 1 Safest City in Texas by SafeHome.org
- Number 2 Happiest Small Town in America by CounselingSchools.org
- Number 4 Best Cities for Families by ApartmentList.com

Flower Mound Attractions

The Flower Mound

The Flower Mound is located at 2400 Flower Mound Road, Flower Mound, Texas, on the northeast corner of the FM3040 and FM2499 crossroads. This historic site is a 12.576-acre native Tall Grass Prairie segment of the Great American Black Land Prairie. Nineteenth century settlers named this landmark, The Flower Mound, for the profusion of wildflowers that grow there.



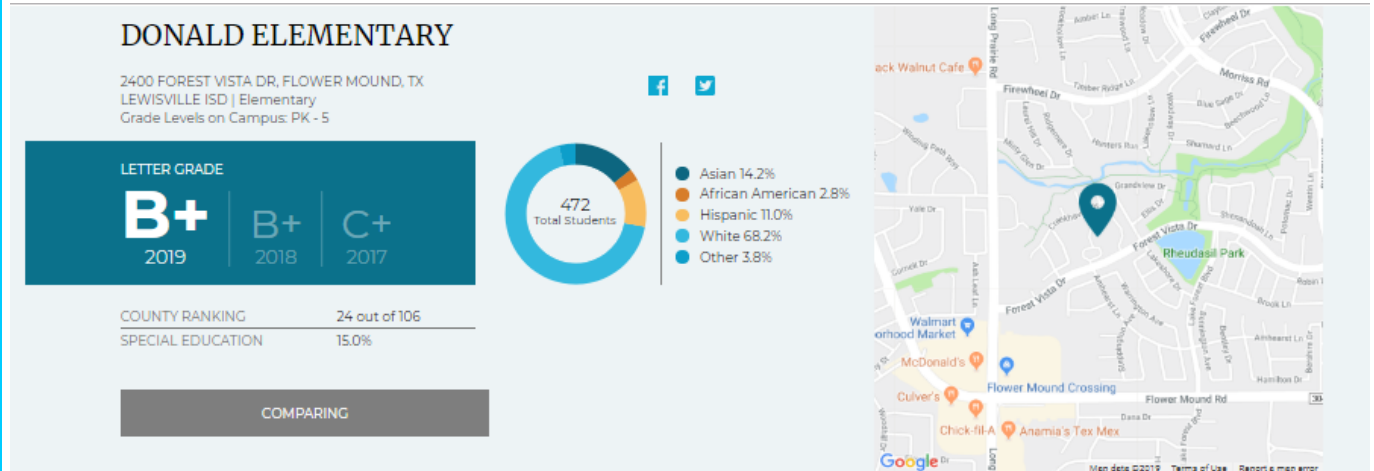
Community Activity Center

The CAC has plenty to offer. Whether you are looking to get in shape, find an exciting class to participate in, learn a new skill, swim, or relax by the pool at our Outdoor Waterpark, the CAC has something for everyone. The CAC offers fitness, group exercise, programs, indoor and outdoor pools, private rentals, birthday party packages, various special events throughout the year, and more!

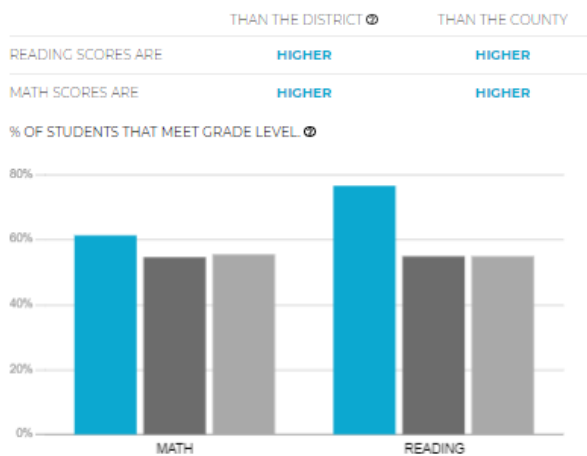



Schools Information

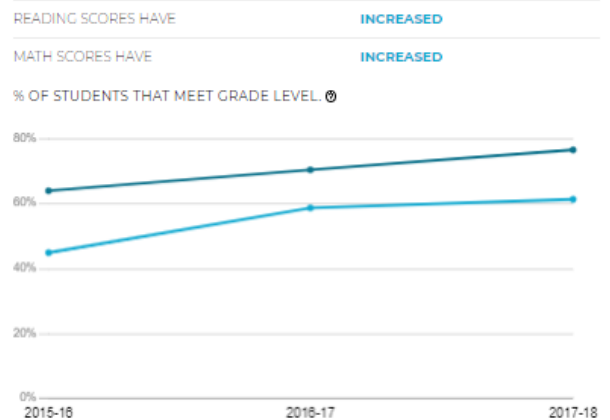
Donald Elementary School



How does student achievement at this school compare with the district and county?

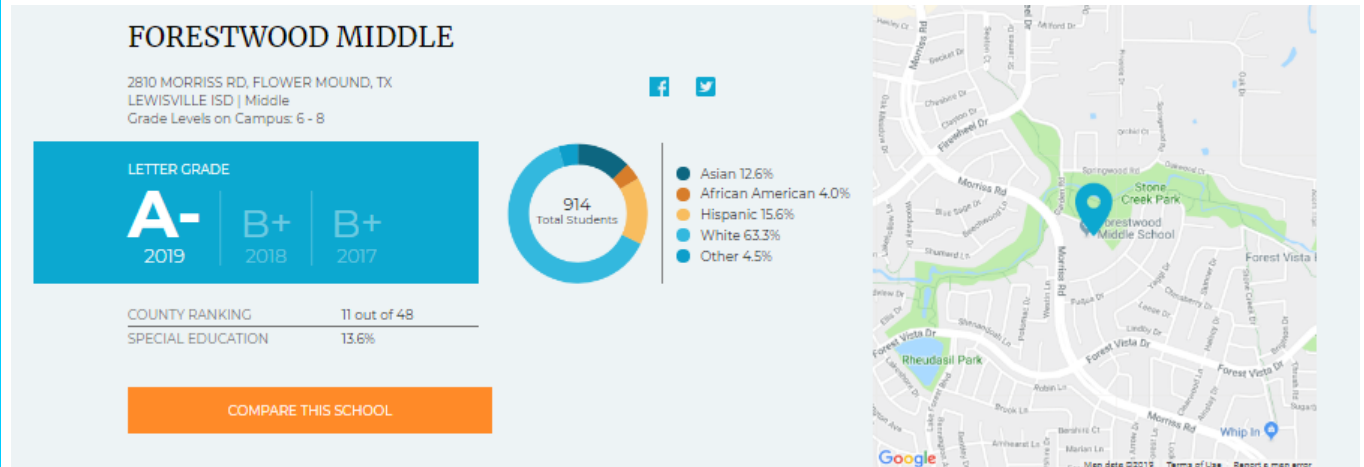


How has student achievement at this school changed in recent years? 

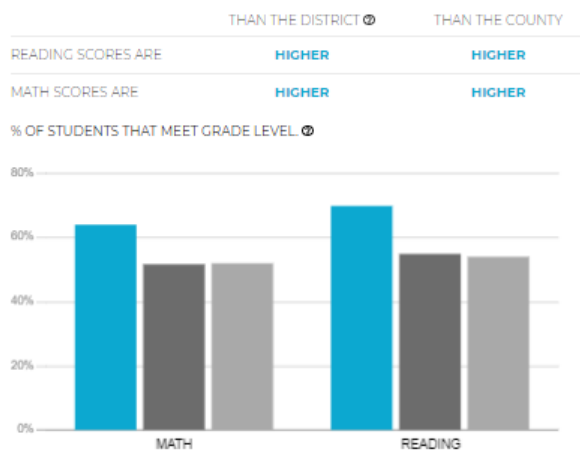


Schools Information

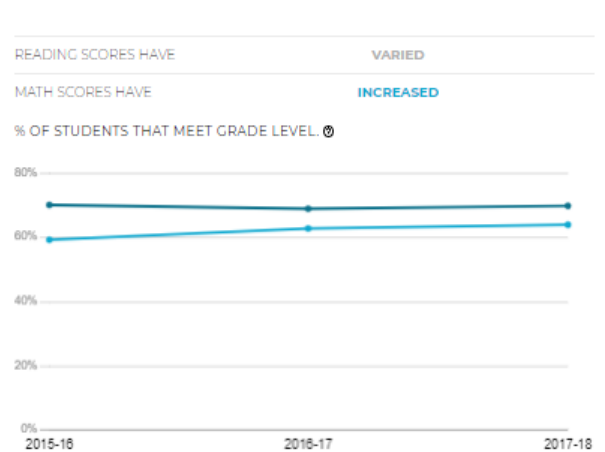
Forestwood Middle School



How does student achievement at this school compare with the district and county?



How has student achievement at this school changed in recent years?





TIMOTHY HENLEY
REAL ESTATE SERVICES

Schools Information

Flower Mound High School

FLOWER MOUND HIGH

3411 PETERS COLONY RD, FLOWER MOUND, TX
LEWISVILLE ISD | High
Grade Levels on Campus: 9 - 12

LETTER GRADE

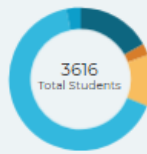
A
2019

A
2018

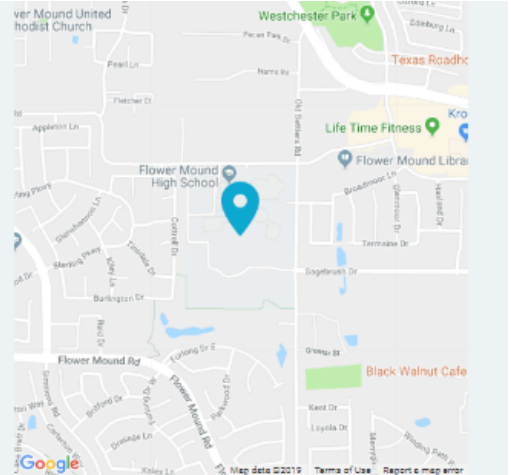
C
2017

COUNTY RANKING 2 out of 20
SPECIAL EDUCATION 7.9%

COMPARE THIS SCHOOL



Asian 16.9%
African American 2.6%
Hispanic 11.6%
White 65.7%
Other 3.2%



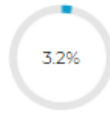
17:1

STUDENT-TEACHER RATIO



0 Years 4.2%
1-5 Years 16.7%
6+ Years 79.1%

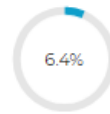
TEACHER EXPERIENCE



ECONOMICALLY
DISADVANTAGED

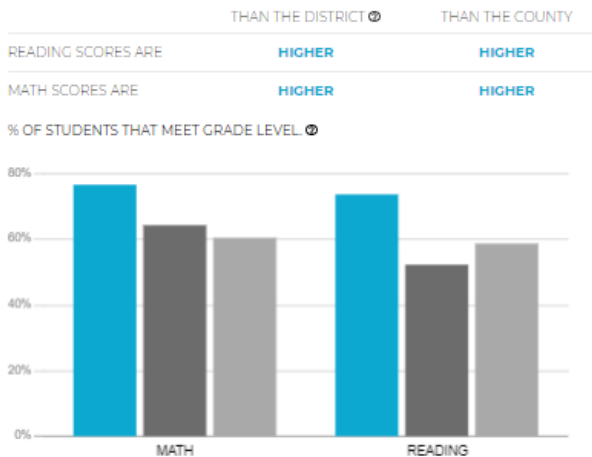


ENGLISH LANGUAGE LEARNERS

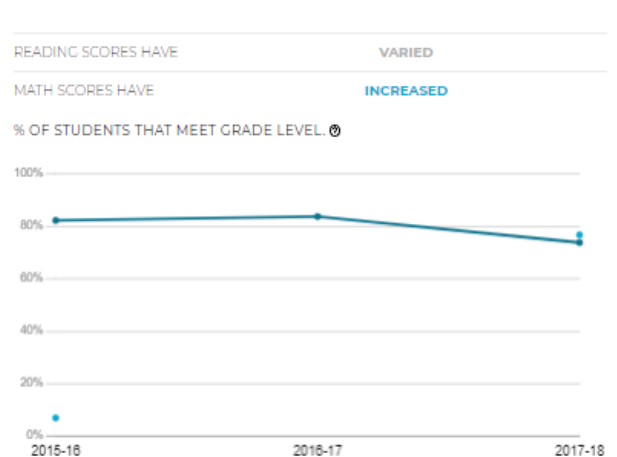


STUDENT MOBILITY RATE

How does student achievement at this school compare with the district and county?



How has student achievement at this school changed in recent years?





TIMOTHY HENLEY
REAL ESTATE SERVICES



TEXAS ASSOCIATION OF REALTORS®
SELLER'S DISCLOSURE NOTICE

©Texas Association of REALTORS®, Inc. 2016

Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. **This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.**

CONCERNING THE PROPERTY AT 2517 Potomac Dr Flower Mound, TX 75093

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller is is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? February 28, 2019 or never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U
Cable TV Wiring	✓		
Carbon Monoxide Det.	✓		
Ceiling Fans	✓		
Cooktop	✓		
Dishwasher	✓		
Disposal	✓		
Emergency Escape Ladder(s)			✓
Exhaust Fans	✓		
Fences	✓		
Fire Detection Equip.	✓		
French Drain			✓
Gas Fixtures	✓		
Natural Gas Lines	✓		

Item	Y	N	U
Liquid Propane Gas:			✓
-LP Community (Captive)			✓
-LP on Property			✓
Hot Tub			✓
Intercom System			✓
Microwave	✓		
Outdoor Grill	✓		
Patio/Decking	✓		
Plumbing System	✓		
Pool			✓
Pool Equipment			✓
Pool Maint. Accessories			✓
Pool Heater			✓

Item	Y	N	U
Pump: sump grinder			✓
Rain Gutters	✓		
Range/Stove	✓		
Roof/Attic Vents	✓		
Sauna			✓
Smoke Detector	✓		
Smoke Detector - Hearing Impaired			✓
Spa			✓
Trash Compactor			✓
TV Antenna			✓
Washer/Dryer Hookup	✓		
Window Screens	✓		
Public Sewer System	✓		

Item	Y	N	U	Additional Information
Central A/C	✓			✓ electric gas number of units: <u>1</u>
Evaporative Coolers			✓	number of units: <u> </u>
Wall/Window AC Units	✓			number of units: <u> </u>
Attic Fan(s)	✓			if yes, describe: <u> </u>
Central Heat	✓			electric ✓ gas number of units: <u>1</u>
Other Heat	✓			if yes, describe: <u> </u>
Oven	✓			number of ovens: <u>1</u> electric gas ✓ other: <u> </u>
Fireplace & Chimney	✓			wood ✓ gas logs mock other: <u>1</u>
Carport	✓			attached not attached
Garage	✓			✓ attached not attached
Garage Door Openers	✓			number of units: <u>1</u> number of remotes: <u>1</u>
Satellite Dish & Controls	✓			owned lease from: <u> </u>
Security System	✓			owned ✓ lease from: <u>Smith Monitoring</u>
Water Heater	✓			electric ✓ gas other: <u> </u> number of units: <u>1</u>
Water Softener	✓			owned lease from: <u> </u>
Underground Lawn Sprinkler			✓	automatic manual areas covered: <u> </u>
Septic / On-Site Sewer Facility			✓	if yes, attach Information About On-Site Sewer Facility (TAR-1407)

(TAR-1406) 01-01-16

Initialed by: Buyer: and Seller: AV

Page 1 of 5

Timothy Henley Real Estate, 4919 Silverweed Dr. McKinney, TX 75070
Timothy Henley

Phone: 972-805-6601 Fax: 972-725-7907
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

blank docs



TIMOTHY HENLEY
REAL ESTATE SERVICES

Concerning the Property at 2517 Potomac Dr

Water supply provided by: ☒ city ☐ well ☐ MJD ☐ co-op ☐ unknown ☐ other: _____

Was the Property built before 1978? ☐ yes ☒ no ☐ unknown

(If yes, complete, sign, and attach TAR-1906 concerning lead-based paint hazards).

Roof Type: Shingle Age: 2019 (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? ☐ yes ☒ no ☐ unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? ☐ yes ☒ no If yes, describe (attach additional sheets if necessary): _____

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following?: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N	Item	Y	N	Item	Y	N
Basement		<input checked="" type="checkbox"/>	Floors		<input checked="" type="checkbox"/>	Sidewalks		<input checked="" type="checkbox"/>
Ceilings		<input checked="" type="checkbox"/>	Foundation / Slab(s)		<input checked="" type="checkbox"/>	Walls / Fences		<input checked="" type="checkbox"/>
Doors		<input checked="" type="checkbox"/>	Interior Walls		<input checked="" type="checkbox"/>	Windows		<input checked="" type="checkbox"/>
Driveways		<input checked="" type="checkbox"/>	Lighting Fixtures		<input checked="" type="checkbox"/>	Other Structural Components		<input checked="" type="checkbox"/>
Electrical Systems		<input checked="" type="checkbox"/>	Plumbing Systems		<input checked="" type="checkbox"/>			
Exterior Walls		<input checked="" type="checkbox"/>	Roof		<input checked="" type="checkbox"/>			

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): _____

Section 3. Are you (Seller) aware of any of the following conditions: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N	Condition	Y	N
Aluminum Wiring		<input checked="" type="checkbox"/>	Previous Foundation Repairs	<input checked="" type="checkbox"/>	
Asbestos Components		<input checked="" type="checkbox"/>	Previous Roof Repairs	<input checked="" type="checkbox"/>	
Diseased Trees: oak wilt		<input checked="" type="checkbox"/>	Other Structural Repairs		<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property		<input checked="" type="checkbox"/>	Radon Gas		<input checked="" type="checkbox"/>
Fault Lines		<input checked="" type="checkbox"/>	Settling	<input checked="" type="checkbox"/>	
Hazardous or Toxic Waste		<input checked="" type="checkbox"/>	Soil Movement	<input checked="" type="checkbox"/>	
Improper Drainage		<input checked="" type="checkbox"/>	Subsurface Structure or Pits		<input checked="" type="checkbox"/>
Intermittent or Weather Springs		<input checked="" type="checkbox"/>	Underground Storage Tanks		<input checked="" type="checkbox"/>
Landfill		<input checked="" type="checkbox"/>	Unplatted Easements		<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards		<input checked="" type="checkbox"/>	Unrecorded Easements		<input checked="" type="checkbox"/>
Encroachments onto the Property		<input checked="" type="checkbox"/>	Urea-formaldehyde Insulation		<input checked="" type="checkbox"/>
Improvements encroaching on others' property		<input checked="" type="checkbox"/>	Water Penetration		<input checked="" type="checkbox"/>
Located in 100-year Floodplain		<input checked="" type="checkbox"/>	Wetlands on Property		<input checked="" type="checkbox"/>
Located in Floodway		<input checked="" type="checkbox"/>	Wood Rot		<input checked="" type="checkbox"/>
Present Flood Ins. Coverage (If yes, attach TAR-1414)		<input checked="" type="checkbox"/>	Active infestation of termites or other wood destroying insects (WDI)		<input checked="" type="checkbox"/>
Previous Flooding into the Structures		<input checked="" type="checkbox"/>	Previous treatment for termites or WDI		<input checked="" type="checkbox"/>
Previous Flooding onto the Property		<input checked="" type="checkbox"/>	Previous termite or WDI damage repaired		<input checked="" type="checkbox"/>
Located in Historic District		<input checked="" type="checkbox"/>	Previous Fires		<input checked="" type="checkbox"/>
Historic Property Designation		<input checked="" type="checkbox"/>	Termite or WDI damage needing repair		<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine		<input checked="" type="checkbox"/>	Single Blockable Main Drain in Pool/Hot Tub/Spa*		<input checked="" type="checkbox"/>

(TAR-1406) 01-01-16

Initialed by: Buyer: _____ and Seller: AV

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48066 www.zipLogix.com

Page 2 of 5

blank docs



TIMOTHY HENLEY
REAL ESTATE SERVICES

Concerning the Property at 2517 Potomac Dr

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary):

Foundation Repaired 2016, New Roof June 2019

*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? ☐ yes ☒ no If yes, explain (attach additional sheets if necessary):

Section 5. Are you (Seller) aware of any of the following (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

☒ Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at the time.

☒ Homeowners' associations or maintenance fees or assessments. If yes, complete the following:

Name of association: _____

Manager's name: _____

Phone: _____

Fees or assessments are: \$ _____ per _____ and are: ☐ mandatory ☐ voluntary

Any unpaid fees or assessment for the Property? ☐ yes (\$ _____) ☐ no

If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

☒ Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:

Any optional user fees for common facilities charged? ☐ yes ☐ no If yes, describe: _____

☒ Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

☒ Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)

☒ Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.

☒ Any condition on the Property which materially affects the health or safety of an individual.

☒ Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.

If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).

☒ Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.

☒ The Property is located in a propane gas system service area owned by a propane distribution system retailer.

☒ Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

(TAR-1406) 01-01-16

Initialed by: Buyer: _____ and Seller: M

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Page 3 of 5

blank docs



TIMOTHY HENLEY
REAL ESTATE SERVICES

Concerning the Property at 2517 Potomac Dr

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary):

Section 6. Seller ☐ has ☐ has not attached a survey of the Property.

Section 7. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? ☒ yes ☐ no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages
3/15/2016	Prc-Sale	Mark Dunlop	27

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 8. Check any tax exemption(s) which you (Seller) currently claim for the Property:

☒ Homestead ☐ Senior Citizen ☐ Disabled
☐ Wildlife Management ☐ Agricultural ☐ Disabled Veteran
☐ Other: ☐ Unknown

Section 9. Have you (Seller) ever filed a claim for damage to the Property with any insurance provider? ☒ yes ☐ no

Section 10. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? ☐ yes ☒ no If yes, explain:

Section 11. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?* ☐ unknown ☐ no ☒ yes. If no or unknown, explain. (Attach additional sheets if necessary):

**Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

(TAR-1406) 01-01-16

Initialed by: Buyer: _____ and Seller: AV

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Page 4 of 5
blank docs



TIMOTHY HENLEY
REAL ESTATE SERVICES

Concerning the Property at 1517 Potomac Dr

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

[Signature] 6/27/19
Signature of Seller _____ Date _____
Printed Name: Alex Vester Printed Name: _____

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (4) The following providers currently provide service to the property:

Electric: <u>Coserv</u>	phone #: _____
Sewer: <u>City of Flower Mound</u>	phone #: _____
Water: <u>City of Flower Mound</u>	phone #: _____
Cable: <u>Spectrum</u>	phone #: _____
Trash: <u>City of Flower Mound</u>	phone #: _____
Natural Gas: <u>Atmos</u>	phone #: _____
Phone Company: _____	phone #: _____
Propane: _____	phone #: _____

- (5) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

Signature of Buyer _____ Date _____
Printed Name: _____ Printed Name: _____



TIMOTHY HENLEY
REAL ESTATE SERVICES

Property Survey

MAY-10-2007 THU 01:54 PM Tandem Equity Lndg & Mlg FAX NO. 972 446 7258 P. 02
05/07/07 THU 14:00 FAX 972 446 7258

PLAT SHOWING

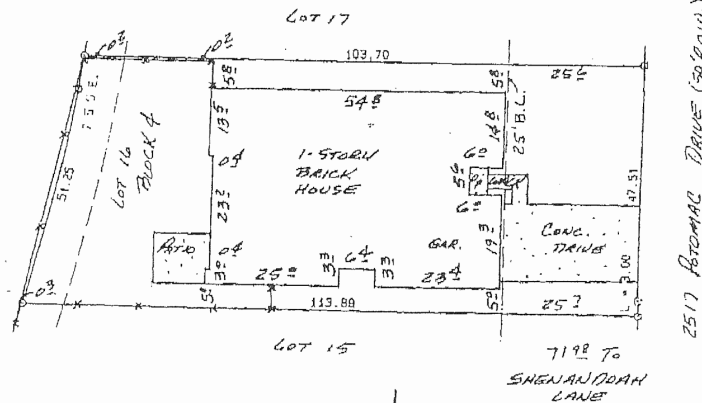
Being Lot 16, in Block 4, of LAKE FOREST GARDEN HOMES - PHASE ONE, an Addition to the Town of Flower Mound, Denton County, Texas, according to the Plat thereof recorded in Cabinet F, Page 252, of the Plat Records of Denton County, Texas.

2517 Potomac Drive

SURVEY APPROVED

BY: T.W. BARROW

DATE: 5/11/07



The undersigned have
received and reviewed
a copy of this survey
Christy J. Bell

Date 5/31/07

"NOTE"
SUBJECT PROPERTY IS IN ZONE C
ACCORDING TO THE FLOOD INSURANCE
RATE MAP, COMMUNITY-PANEL
MAPS 464777-D013-B
DATED Oct. 18, 1990



"This plat depicts a true, correct and accurate representation of the property as represented by survey, the lines and dimensions of said property being as indicated by the plat. The plat, location and view of buildings and improvements are as shown, all improvements being within the boundaries of the property, located as shown, and built upon the property lines by the diligences indicated, and that the distance from the nearest neighboring street or road to it shown on this plat being not an approximation, but a true and correct distance as shown, and that the plat is a true and correct representation of the property as shown."

DATE: 11-25-91

○ IRON ROD
-X- FENCE LINE
-T- UTILITY LINE

T.W. BARROW
Registered Professional
Land Surveyor

7104 Grapevine Highway
Richland Hills, Texas 76118
Metro (817) 268-0200

SCALE: 1"=20' FILE: 4-16



TIMOTHY HENLEY
REAL ESTATE SERVICES

Property Survey

MAY-10-2007 THU 01:54 PM Tandem Equity Lndg & Mltg FAX NO. 972 446 7258 P. 02
05/07/03 THU 14:09 FAX 031 209 0100 RECEIVED TIME 16 0114-3111 05/13/03

PLAT SHOWING

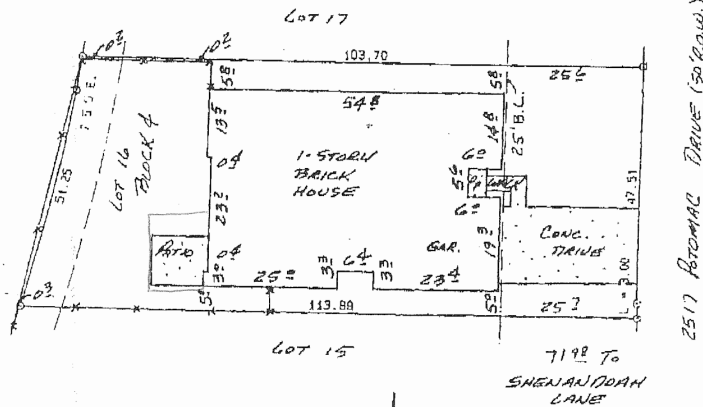
Being Lot 16, in Block 4, of LAKE FOREST GARDEN HOMES - PHASE ONE, an Addition to the Town of Flower Mound, Denton County, Texas, according to the Plat thereof recorded in Cabinet F, Page 252, of the Plat Records of Denton County, Texas.

2517 Potomac Drive

SURVEY APPROVED

BY: T.W. BARROW

DATE: 5/11/07



The undersigned have received and reviewed a copy of this survey

Christy J. Bell

Date 5/31/07

"NOTE"
SUBJECT PROPERTY IS IN ZONE C
ACCORDING TO THE FLOOD INSURANCE
MAZE MAP, CIRCUMFERENCE-PANEL
MAP 450777-0012 D
DATED DEC. 18, 1990



"The Plat herein is a true, correct and accurate representation of the same as represented by survey, the lines and dimensions of said property being as indicated by the Plat, the plat, location and area of said lot and improvements are as shown, all improvements being within the boundaries of the property, stated as shown, and built from the plat and lines and dimensions indicated, and that the distance from the nearest intersecting street or road to it shown on said Plat there are no encroachments, easements, or other interests or claims against it shown."

DATE: 11-25-91

○ IRON ROD
-X- FENCE LINE
-T- UTILITY LINE

T.W. BARROW
Registered Professional
Land Surveyor

7104 Grapevine Highway
Richland Hills, Texas 76118
Metro (817) 268-0200

SCALE: 1"=20' FILE: 4-16




TIMOTHY HENLEY
REAL ESTATE SERVICES

STRUCTURED FOUNDATION REPAIRS, INC.



CERTIFY TO ALL THAT ALEX VESTER HAS RECEIVED A LIFETIME TRANSFERABLE WARRANTY ON THIRTEEN (13) CONCRETE PILINGS UNDER THE PROVISIONS AND TERMS OF THE GENERAL CONDITIONS ON THE AGREEMENT DATED 10/10/2013 FOR THE PROPERTY LOCATED AT 2517 POTOMAC DR FLOWER MOUND TX 75028


Authorized Signature

6/28/19
Date

* See reverse for general conditions and transfer instructions

GENERAL CONDITIONS

1. The work to be performed under this contract is designed to attempt to return the foundation to as near its original horizontal position as possible. The house will be lifted until, in the sole opinion of **Structured Foundation Repairs Inc.**, herein after referred to as **COMPANY**, further raising will produce or create unacceptable damage to the foundation or structure.
2. The stabilization or stopping of foundation settlement can and may reverse the damage already done to the foundation and structure and can and may cause or create new damage by movement or lack of movement.
3. **The act of lifting a foundation has inherent risks and often causes damage, cosmetic and otherwise. Therefore the COMPANY has no obligation to repair or replace any damage whether it is exposed, concealed, or buried, to the foundation, structure, floors, plumbing*, electrical wiring, other portions of the structure and its systems, furniture, fixtures, furnishings, landscaping, vegetation, wood or other decks, spas, or personal property without regard to when or where said damage occurs. Please remove all items from the walls in the area to be lifted. Please remove exterior lighting from the work area before the work is to start. We will transplant shrubbery at the point of installation but we cannot guarantee that it survives.**
4. If spread footings, builders and/or drilled piers are discovered after work has begun and it is necessary to remove or cut them loose from the foundation, an additional fee of \$100.00 will be due for each spread footing, builder, or drilled pier that must be removed or cut off from the foundation.
5. If after work has begun, it is discovered that the foundation (or what has been underpinned) has been constructed of substandard materials and lacks the structural strength necessary to properly transfer the load imposed by underpinning, there may be an adjustment in the contract price and scope of work, and/or the warranty may be voided. Substandard construction is usually not discovered until after the work has begun and possibly not until a lift is attempted.
6. Owner shall supply **COMPANY** with water and electricity at owner's expense. **COMPANY** must have access to the breaker box at all times and must enter the interior of the dwelling at the time it is lifted.

*Note: **COMPANY** recommends that the plumbing be tested before and after any foundation work is done. The Owner is responsible for having the tests performed unless testing is included in the Repair Specifications listed on the front of the agreement. Any plumbing leaks detected before or after the foundation repairs have been completed are the sole responsibility of the Owner. To properly test a sewage line, it is necessary to have a working sewage cleanout. If a suitable cleanout is not found by the plumber after a reasonable search, the test will be deemed complete with regards to this contract. If the owner wants to have the test actually completed, a cleanout will need to be installed at the owner's expense. (An actual test must be performed if mud-jacking is included on the Repair Specification.) If a sewage leak is detected, it is the Owner's responsibility to have it repaired within a reasonable period of time. If the Owner is unwilling or unable to do the repairs, the **COMPANY** may refund any money previously collected for mud-jacking and may also void the warranty.

LIFETIME WARRANTY-Concrete Pressed Pilings or Steel Pilings only unless specified otherwise.

It is the intention of the **COMPANY** to permanently stabilize that portion of the foundation covered by this contract (the area where the pilings are installed), within one (1) part in two hundred and forty (240) parts of the life of the structure that it supports (1/4" in a 5-foot span). If any piling(s) installed under this agreement settle more than a 1/4" over a 5-foot span, **COMPANY** will adjust all affected pilings at no charge to the **OWNER** (does not include any costs for cosmetic repairs or tunneling to access pilings). This warranty applies to only the work performed by **COMPANY** described as **LIFETIME WARRANTY WORK** under the terms, provisions, and conditions of this contract. This warranty does not cover upheavals. Pier and Beam understructure shimming, pads and blocks, and wood replacement has a 1 year warranty unless specified otherwise. In order to reduce frivolous warranty inspections, all agreements signed February 1, 2015 or thereafter will be charged a \$75 service charge for warranty inspections. **Company reserves the right to waive the charge.**

THIS WARRANTY SHALL BE NULL AND VOID IF:

1. Full payment is not made within 30 days of the specified due date.
2. An additional story is added to the structure or changes of a similar scope are made, without prior written approval of **COMPANY**, when such changes would affect loads on the foundation.
3. The structure is sited on a fault or is affected by an earthquake.
4. Underground facilities or swimming pools are installed within a horizontal distance from the foundation equal to or less than their depth.
5. The foundation is undermined (i.e. soil slumping, eroding, plumbing leaks, creek beds, excavations, ground water, improper drainage, etc.)
6. Any accidental or intentional damage, terrorism, fire, flood, windstorm, earthquake or other acts of God.
7. **COMPANY** pilings are adjusted and/or modified by another contractor/individual without prior written notice.
8. Within 180 days of completion of lift, Mudjacking (if included in the agreement), is not completed due to the actions or inactions of customer.
9. Structure is not reasonably maintained (i.e. improper or insufficient watering, etc.)
10. Slab (or flatwork) underpinned is discovered to be built substandard (i.e. insufficient thickness, no rebar or post tension cables, improperly mixed concrete, etc.)

TRANSFER OF WARRANTY

In the event a change of ownership occurs, assignment of this warranty to a new Owner or Owners must be accomplished no later than sixty (60) days after transfer of title. Assignment will be made in accordance with the warranty and with the procedures in effect at the time of transfer, upon receipt of payment of the transfer fee current at the time of transfer. So long as the provisions of this paragraph are met, there is no limit to the number of transfers that can be made. **UNLESS ASSIGNMENT IS PROPERLY MADE WITHIN SIXTY (60) DAYS AFTER TRANSFER OF TITLE, THIS WARRANTY IS NULL AND VOID.** To transfer the warranty, a written request stating the name of the new owner and the property address must be mailed along with a check for \$100 (or current transfer fee) to 13301 Trinity Blvd., #133, Euless, TX 76040. There is no charge for the first transference.

ARBITRATION OF DISPUTES

With the exception of debt collection, the Owner and **COMPANY** agree that any dispute, or lawsuit related in any way to this agreement or the work related thereto, shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association (AAA) in accordance with this arbitration agreement and under the commercial arbitration rules of the AAA with the stipulation that in the event of arbitration, the arbitrator shall require the losing party to pay the winning party's costs, including reasonable attorney's fees, and the arbitrator shall be an engineer or builder with experience in building, designing or analyzing residential foundations. Owner and **COMPANY** agree that, in any arbitration proceeding, **COMPANY** liability shall be limited to the amount paid to the **COMPANY** by the Owner under this contract.

DEBT COLLECTION (INTEREST, PENALTIES & LATE FEES)

The **COMPANY** can and will utilize all remedies allowed by law when it comes to the collection of unpaid balances. The Owner agrees to pay all interest (18% APR on unpaid balances), penalties and late fees as allowed by law if payment is not made in accordance with the terms stated and agreed to on the front of this Agreement. All costs associated with the collection of this debt, court costs, attorneys fees and county filing fees, will be responsibility of the Owner.

CANCELLATION/RESCHEDULE POLICY

A customer may cancel/reschedule an agreement with **COMPANY** at any time by providing a written request by email to info@structuredfoundation.com. Any job cancelled or rescheduled within 3 business days prior to the scheduled commencement will incur a \$250.00 change fee. The homeowner will be responsible for any charges incurred prior to cancellation.

TERMINATION

The **COMPANY** may terminate this warranty at any time by paying to the current owner an amount equal to the total payments made under the original contract or a mutually agreed on amount. No changes to this document will be valid unless approved in writing by both parties.